

THE CITY OF MURFREESBORO

INVITATION TO BID

The City of Murfreesboro ("City") will receive and publicly open sealed bids in the City Manager's Office, Post Office Box 1139, 111 West Vine Street, Murfreesboro, Tennessee 37133-1139, telephone number (615) 849-2629. This Invitation to Bid (ITB) is subject to the instructions, conditions, specifications, addenda, and any other elements of this ITB, including those incorporated by reference.

DATE ISSUED: October 24, 2014

BID TITLE: Murfreesboro Police Department - Police Ammunition 2014

CITY CONTACT PERSON: Lt. Sanders Watson
Murfreesboro Police Department
302 South Church Street
Murfreesboro, TN 37130

TELEPHONE NUMBER: (615) 849-2672

FAX NUMBER: (615) 848-3260

All bid responses must be received and acknowledged in the City Manager's Office on or before the day and time listed below, at which time all bids will be publicly opened and read aloud.

SUBMIT BID RESPONSE IN SEALED ENVELOPE TO:

City of Murfreesboro
City Manager's Office
Post Office Box 1139
111 West Vine Street
Murfreesboro, Tennessee 37133-1139

Bid envelope must include the bid title, bid opening date, and the bidder's name. Failure to provide this information on the envelope may result in the bid not being considered. Do not submit bids by fax or electronically. Bids submitted by fax or electronically cannot be accepted or considered for award. Sealed bids are required.

BID OPENING DATE: November 17, 2014

BID OPENING TIME: 9:00 a.m., Murfreesboro, Tennessee local time

1. INSTRUCTIONS AND CONDITIONS

1.1. *Invitation to Bid*

- 1.1.1. The City of Murfreesboro and the Murfreesboro Police Department is seeking bids for the purchase of Police Ammunition as set forth in the attached specifications. Sealed bids will be received by the City of Murfreesboro at the Office of the City Manager, City Hall, Post Office Box 1139, 111 West Vine Street, Murfreesboro, Tennessee 37133-1139, until 9:00 a.m. on Monday, November 17, 2014, at which time the bids will be opened.
- 1.1.2. Attached are the specifications and bid form for the purchase of Police Ammunition for the Murfreesboro Police Department. All bids shall be submitted on the attached bid form in sealed envelopes with "**POLICE AMMUNITION 2014**" on the outside of the envelope. All bids must be signed. Failure of a bidder to sign a bid proposal removes the bid from consideration. A typed name will not be acceptable without the person's written signature as well.
- 1.1.3. A bid opening date has been set for Monday, November 17, 2014 at 9:00 a.m. local time in the Office of the City Manager. No bids received after closing time will be accepted. All late bid responses will be returned unopened to the bidder. Bids postmarked on the bid opening date but received in the City Manager's Office after the specified time will be considered late and will be returned unopened. The City shall not be responsible for bid responses that are mailed or sent via private delivery services.
- 1.1.4. The City is interested in receiving as many bids as possible and urges all possible bidders to bid and take exception to any items if necessary.
- 1.1.5. These documents constitute the complete set of specification requirements and bid response forms. The bidder is responsible for insuring that all pages and all addenda are received. The City advises all bidders to closely examine this ITB package, and to immediately direct any questions regarding the completeness of this ITB package and any addenda thereto to the City's Contact Person.
- 1.1.6. Any prospective bidder desiring an explanation or interpretation of this ITB, specifications, etc., must request such explanation in a written form received by the contact person no later than two (2) days prior to the bid opening date.
- 1.1.7. Any discrepancies, errors, omissions, or ambiguities in this bid, the specifications or addenda (if any) should be reported to the contact person for the City. If necessary, a written addendum will be issued to bidders on record and the addendum will be incorporated in the bid and will become part of the purchase agreement. The City will NOT be responsible for any oral instructions, clarifications or other communications and no such oral communication may be relied on by any bidder.

1.2. *Bid Responses*

- 1.2.1. Bids may be mailed or delivered to the City of Murfreesboro, Office of the City Manager, City Hall, Post Office Box 1139, 111 West Vine Street, Murfreesboro, TN 37133-1139. All bids shall be submitted on the attached bid form in sealed envelopes with "**POLICE AMMUNITION 2014**" on the outside of the envelope. The City will not accept bid responses submitted by fax or electronic mail.

- 1.2.2. Bid responses must be submitted in a sealed envelope that includes the **bid title, bid opening date, and the bidder's name**. Failure to provide this information on the envelope may result in the bid not being considered.
- 1.2.3. All bid responses should be typewritten. If not typewritten, they must be written in ink and clearly legible, and numbers must be expressed in both words and figures. All bids must be signed by an individual authorized to bind the bidder. Signatures are required where indicated; failure to comply with this requirement shall be cause for rejection of bid response. Erasures, white-outs and type-overs, and other modifications should be initialed. Bidders are cautioned to verify their bid response prior to submission. Failure of a bidder to sign a bid proposal removes that bid from consideration. A typed name will not be acceptable without the person's written signature.
- 1.2.4. Specifications furnished in the request for bid are intended to establish a desired quality or performance level, or other minimum requirements, which will provide the City with the best product available at the lowest possible price. A bidder may substitute articles so long as the substitution is equal and/or better and of a comparable quality and similar in design to specified items. Should the bidder wish to bid on items which exceed the minimum specifications, the bidder is encouraged to attach a separate sheet providing a description of such items.
- 1.2.5. Bidders must specify manufacturer's name for all items proposed and show the unit price on each individual item as specified. Prices quoted must be the price for new merchandise direct from the manufacturer that is free from defects. If bidding a substitute article, a bidder must provide the manufacturer's name, brand, model, make and catalogue reference, specifications for the substituted article, and/or other information that will enable the City to make the determination of similarity, compatibility, and suitability of the substitute with the present ammunition specified. The City reserves the right to be the sole judge in making such determination.
- 1.2.6. If bidding a substitute article, the bidder may, no less than five (5) working days in advance of the bid opening, request a determination from the City whether the substituted item will meet the "equal and/or better and of comparable quality and similar in design to specified items" requirement set forth in 1.2.4 of this Invitation to Bid. The bidder will receive notice of City's determination no later than two (2) working days in advance of the bid opening. Bidder is not required to seek such pre bid approval, but the bid may be rejected for failure to meet specifications if the proposed substitute is unacceptable to City.
- 1.2.7. Where more than one item is listed, any item(s) not bid upon should be indicated "No Bid". Any and all items left blank will be considered a "No Bid" for that item.
- 1.2.8. A bidder desiring to bid "No Charge" for an item must so indicate by writing "no charge" or "N/C". Bidders shall not leave an item blank since it will be construed as incomplete and may be rejected.
- 1.2.9. Bid responses may only be withdrawn until bid opening after which time no bids may be withdrawn.
- 1.2.10. Bid responses may be modified by written notice received and acknowledged by the City Manager's Office prior to the date and time for public opening of bids. Late modifications cannot be considered.

- 1.2.11. The City will not be liable for any costs incurred by the bidder in preparing a response to this solicitation. Bidders will submit responses at their own risk and expense. All responses, samples, and their accompanying documentation will become the record of the City.
- 1.2.12. The City is exempt from federal and state taxes. Upon request, the City will provide a sales tax exemption certificate to the awarded bidder. Vendors doing business with the City shall not be exempted from paying sales tax to their suppliers for ammunition to fulfill contractual obligations to the City, nor shall any vendor be authorized to use the City's Tax Exemption Number in securing such ammunition.
- 1.2.13. Bidders must complete the Bidder Information page contained in the bid package and submit it with the bid.
- 1.2.14. Certain mistakes may be corrected so long as the intended correct bid response is clearly evident. In the event of a disagreement between unit price and extended price, the unit price will control.

1.3. Bid Award

- 1.3.1. Any contract awarded pursuant to this ITB shall be awarded to the lowest responsive and responsible bidder whose bid response meets the requirements and criteria set forth in this ITB. A "responsive bidder" means a person who has submitted a bid response, which conforms in all material respects to the ITB. A "responsible bidder" means a person who has the capacity, reputation and experience in all respects to perform fully the contract requirements and the integrity and reliability, which will assure good faith performance within the time specified without delay or interference.

The City may make such investigations as deemed necessary to determine the ability of the bidder to provide the products and services required by the bid package.

- 1.3.2. This solicitation in no manner obligates the City to the purchase described, implied or which may be proposed, until confirmed by a written contract. Progress toward this end is solely at the discretion of the City and may be terminated at any time prior to the signing of a contract.

- 1.3.3. **The successful bidder shall provide the item(s) ordered. The bid price shall include all parts, labor, accessories, and any other standard equipment necessary to provide complete and functional Ammunition as intended. The initial contract period for this bid quotation is from the date of the bid award until June 30, 2015. All bid prices shall be effective until June 30, 2015. The second, third, fourth and fifth periods of the contract shall be subject to the following conditions:**

- (1) Second, third, fourth and fifth contract periods renewal is contingent upon purchaser's satisfaction with supplied product, service, and delivery.**
- (2) Price increases on bid items after the initial period will be negotiable and subject to mutual agreement by purchaser and supplier. Increases due to rising materials and labor costs shall be documented for purchaser's reference. Price increases for reasons other than a documented rise in materials and labor shall be subject to comparison to an increase in**

inflation as measured by the Consumer Price Index. Failure to reach agreement will render contract renewal clause void and require the submission of new bids from any and all interested vendors.

- (3) Successful bidder shall submit price increases prior to May 1 of each year (2015, 2016, 2017, and 2018) for approval and acceptance by the City Manager.**

It is requested that bidders raise any questions in advance of submitting a bid to the City. To submit a bid implies consent to the terms as set forth in this invitation to bid.

- 1.3.4. Any items bid deemed not of equal and/or better and of comparable quality and similar in design as that specified shall be cause for rejection of bids. In addition to the price, the following aspects will also be considered in the award of a contract:
- a. The ability of the bidder to perform the contract or to provide the material for service required;
 - b. Whether the bidder can perform the contract and provide the material or service promptly or within the time specified without delay or interference;
 - c. The character, integrity, reputation, experience and efficiency of the bidder;
 - d. The previous and existing compliance, by the bidder, with laws and ordinances relating to the contract or service;
 - e. The ability of the bidder to provide future maintenance and service for the use of the subject contract;
 - f. Terms and conditions stated in bid;
 - g. Compliance with specifications or requests for proposal; and
 - h. The attached bid sheet is to be utilized for submittal of bid.
- 1.3.5 The City reserves the right to reject any and all bids, to waive any irregularities in a bid, to make awards to more than one bidder, to accept any part or all of a bid, or to accept the bid (or bids) which in the judgment of the governing body is in the best interest of the City. **Bids shall be awarded based on the Total Bid Price for each individual Section (Section A, Section B, Section C, Section D, Section E, Section F and Section G) noted in bold on the bid form with all related sub-items in Section G awarded per the respective Total Bid Price for Section G.**
- 1.3.6 No bidder may withdraw its response for a period of ninety (90) days after the date and time set for the opening of the responses. In the event the City shall award a contract to a bidder and if during such ninety (90) day period the City determines that such bidder will be unable to properly perform the contract, the City reserves the right to terminate the contract and award the contract to the next best offer without being required to re-advertise the Bid.

- 1.3.7 The contract awarded may be terminated upon any of, but not limited to, the following occurrences: a) bankruptcy or insolvency of the bidder or one or more of the bidder's principal owners; b) unauthorized substitution of products other than those identified in the specifications or specifically approved by the City as a substitute prior to award of the contract; c) unsatisfactory performance of products supplied by the bidder or services provided by the bidder; d) fraud and e) any other breach of the terms of the bid specifications or contract.

1.4. Terms and Conditions

A representative copy of a City contract is included with this bid package (Attachment A). (If an award is made, any contract resulting from this ITB will be effective on the date the contract is signed by all required parties.)

All bidders who are awarded contracts agree to be bound by these terms and conditions set forth below:

- 1.4.1. All bidders who are awarded contracts pursuant to this invitation to bid agree to be bound by the terms and conditions set forth in the attached City Contract (Attachment A). If the bidder objects to any contract terms or proposes any additional terms, such objections and terms must be set forth in the bid. Rejection of any proposed City Contract terms may be a basis for rejection of the bid.
- 1.4.2. Should awarded bidder fail to fulfill, in a timely and proper manner, its obligations under the contract, or if it should violate any of the terms of the contract, the City shall have the right to immediately terminate the contract upon written notice to the bidder. The City may terminate the contract at any time, with or without cause, upon written notice to bidder. Should funding for the contract be discontinued, the City shall have the right to terminate the contract immediately upon written notice to the awarded bidder.
- 1.4.3. The City, at its option, and in lieu of immediate termination, may request that the awarded bidder replace any defective goods by written notice to awarded bidder. In that event, awarded bidder shall take corrective action within the amount of time specified by the City in the written notice. Exercise of this option shall not relieve awarded bidder of any liability to the City for damages sustained by virtue of awarded bidder's breach.
- 1.4.4. The contract may be modified only by written amendment executed by all parties and their signatories hereto.
- 1.4.5. No waiver of any provision of the contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
- 1.4.6. Awarded bidder agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the contract, and in the event the City prevails, awarded bidder shall pay all expenses of such action including the City's attorney fees and costs at all stages of the legal action.
- 1.4.7. The validity, construction and effect of the contract, and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee.
- 1.4.8. Should any provision of the contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining

provisions of the contract. Any action between the parties arising from this agreement shall be maintained in the courts of Rutherford County, Tennessee.

- 1.4.9. Contractor shall indemnify and hold harmless the City, its officers, agents and employees from: i) any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omission of awarded bidder, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of this contract; and ii) any claims, damages, penalties, costs, and attorney's fees arising from any failure of awarded bidder, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

1.5. Standards

Bidder, by signing and making this bid, makes the following affirmative declaration and statement as of the date said bid is signed, to wit:

- 1.5.1. Bidder, after being first duly sworn, affirms that by its employment policy, standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to the individual's race, creed, color, national origin, age or sex and it is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.
- 1.5.2. It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.
- 1.5.3. Bidder understands that it shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.
- 1.5.4. A breach of ethical standards could result in civil and/or criminal sanctions and/or debarment or suspension from being a contractor or subcontractor under City contracts.

1.6. Payment and Delivery

- 1.6.1. Payment will be made by the City after goods and/or services have been received, accepted, and properly invoiced. Invoices must bear the purchase order number.
- 1.6.2. All items must be available for delivery within 12 weeks of bid award. Delivery must be within ninety (90) days, unless otherwise stated in the bid response, or ten (10) days for small orders (10,000 rounds or less) after placement of order. Successful Bidder must maintain a continuous stock for small orders (10,000 rounds or less) for each of the calibers of ammunition as noted in

this ITB document, **2.2 - Specifications** for Section A, Section B, Section C, Section D, Section E and Section F. **Time is of the essence.**

- 1.6.3. Deliveries of all items shall be made as stated in the bid specifications. Should the awarded bidder fail to deliver items on or before its stated date, the City reserves the right to cancel the contract. The awarded bidder(s) shall be responsible for making any and all claims against carriers for missing or damaged items.

Should the awarded bidder fail to deliver items within ninety (90) days, unless otherwise stated in the bid response, or within ten (10) days for small orders (10,000 rounds or less) after placement of order, the City, after notifying the successful bidder in writing pursuant to Paragraph 7 of the contract (Termination – Breach) and does not receive a satisfactory arrangement for correction to be made within seventy-two (72) hours, may cancel the contract with the successful bidder for the remainder of the contract periods and reserves the right to enter into a contract for any and all ammunition bid in this specific section from the next lowest bidder that met specifications. In this event, any ammunition ordered must be of the same brand and specification as originally bid in accordance with this contract.

Return shipping costs for spent brass shell casings shall be the responsibility of Contractor. All returned brass shall be accepted in assorted calibers.

- 1.6.4. Delivered items will not be considered “accepted” until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in this ITB.
- 1.6.5. All deliveries made pursuant to this ITB, and the contract award, must be made pursuant to written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Unless otherwise specified in this ITB, delivery and freight charges are to be prepaid and included in the bid price.
- 1.6.6. Unless otherwise specified every item bid shall have a standard manufacturer’s warranty against defects in material or workmanship for a period of not less than twelve (12) months from the date of delivery. Such warranties shall include at a minimum the replacement of defective ammunition within ninety (90) days from the date of notification. The bidder awarded this contract will deliver the merchandise to the **Murfreesboro Police Department, Attention: Sergeant David Johnson, 302 South Church Street, Murfreesboro, TN 37130-3732.**
- 1.6.7. Returns may be made via direct pickup by vendor’s representative, or by commercial carrier at the vendor’s discretion. If a commercial carrier is used, shipping costs for the return of equipment, as well as any replacement costs for items lost in transit, are to be borne by the vendor.

2. SPECIFICATIONS

2.1 Overview

- 2.1.1 It is the intent of these specifications to purchase police ammunition for the Murfreesboro Police Department.
- 2.1.2 It is not the intent of these specifications to eliminate any bidder but rather to insure that the Murfreesboro Police Department will receive police ammunition of quality and reliability.
- 2.1.3 The specification of a particular product brand or style is not intended to limit bids to only those particular brands or styles but is intended to identify the minimum quality desired. Products which are equal or better, and of a comparable quality, and similar in design to the specified items will be considered. If a bidder wishes to know in advance of submitting its bid if a substituted product will be deemed of equivalent quality, it may submit a sample of the product and information concerning how the product differs from the specification to Lt. Sanders Watson. Substituted product(s) and information must be submitted at least five (5) working days in advance of the bid opening for a pre-bid opinion of equivalency. Alternatively, bidders may be required to submit the product and information for review after the bid opening and prior to acceptance.
- 2.1.4 Each bidder shall show a unit price on each item and an extended price on estimated quantities. **Bids shall be awarded based on the Total Bid Price for each individual Section (Section A, Section B, Section C, Section D, Section E, Section F and Section G) noted in bold on the bid form with all related sub-items in Section G awarded per the respective Total Bid Price for Section G.** The City is not obligated to purchase the estimated quantity but shall not purchase bid items awarded to one vendor from other vendors during the contract term unless the successful vendor is unable to meet service and delivery requirements. All prices shall be inclusive of all charges including freight and delivery. The City is not subject to sales tax. Quantities could be more or less than estimated.
- 2.1.5 The contract period shall be effective as of the bid award date until June 30, 2015. All bid prices shall be effective until June 30, 2015 and shall be subject to an automatic renewal for a second, third, fourth and fifth year, unless the City exercises its right to terminate the contract. The City may terminate the contract in whole or in part if it is dissatisfied with the bidder's product, service or delivery, or if the bidder, without clear documentation of an increase in the cost or materials or labor costs, imposes an increase in the price of any item which the City is unwilling to accept. **Successful bidder shall submit price increases prior to May 1 of each year (2015, 2016, 2017, and 2018) for approval and acceptance by the City Manager.**
- 2.1.6 The bidder awarded this contract will provide a representative to supply police department personnel police ammunition.

2.1.7 **Prompt quality service is an essential part of these contract requirements.** In order to bid, bidders must meet all of the following conditions:

- (1) Have a sales representative available during usual business hours for placement of orders and to handle any discrepancies that may arise from the delivery of the police ammunition to the Murfreesboro Police Department; and
- (2) Ability to deliver police ammunition within ninety (90) days, unless otherwise stated in the bid response, or ten (10) days for small orders (10,000 rounds or less) after placement of order. Successful Bidder must maintain a continuous stock for small orders (10,000 rounds or less) for each of the calibers of ammunition as noted in this ITB document, **2.2 - Specifications** for Section A, Section B, Section C, Section D, Section E and Section F. **Time is of the essence.**

2.1.8 The City reserves the right to reject any bid if, in the sole direction of the City, the investigation or information requested fails to satisfy the City that such bidder is properly qualified and capable of carrying out the obligation of the contract and bid documents and provide the product and service contemplated therein.

2.2 Specifications

Police Ammunition

A. VENDOR INFORMATION:

These bid specifications describe the Police Ammunition to be used for training purposes and regular duty issue in the City of Murfreesboro, Tennessee Police Department.

B. DETAILED REQUIREMENTS:

All values specified below shall be considered as minimum unless otherwise specified. **Product bid shall match manufacturer and caliber as requested.**

C. TERMS OF AGREEMENT:

The Murfreesboro Police Department does not guarantee the purchase of any specific or minimum quantity of ammunition during the term of this agreement. Purchase orders will be issued for police ammunition as needed at the contract unit price. Successful bidder shall provide, throughout the length of the contract, the most current (latest) version of the ammunition bid as a part of this ITB. If a specific round of ammunition is discontinued and another round is manufactured to replace the discontinued round, the successful bidder may substitute the replacement round in lieu of the discontinued round if approved by the Murfreesboro Police Department's contact person.

SECTION A

Manufacturer: Winchester ammunition will meet these specifications; the ammunition bid should be these specific rounds.

Item #	Caliber	Description	UOM	Small Order Qty.
RA40TA	40 S&W	165 gr. Ranger T Series JHP	500 rds. / case	10,000
Q4171	38 SPL	130 gr. FMJ	500 rds. / case	1,000
X38S8HP	38 SPL	125 gr. +P STHP	500 rds. / case	1,000
X10MMSTHP	10 MM	175 gr. STHP	200 rds. / case	200
Q4172	9 MM	115 gr. FMJ	500 rds. / case	500
RA9124TP	9 MM	124 gr. +P+ Ranger T Series JHP	500 rds. / case	500
RA380T	.380 AUTO	95 gr. Ranger T Series JHP	500 rds. / case	1,000
USA223R1	.223 REM	55 gr. FMJ	1,000 rds. / case	10,000
RA1200	12 GA.	00 Buck 9 Pellet Low Recoil	250 rds. / case (25 rds. / box)	250
RA12RS15	12 GA.	1 oz. Rifled Slug Low Recoil	250 rds. / case (5 rds. / box)	250
AA12FL8	12 GA.	Feather Light Load #8	250 rds. / case	250

SECTION B

Manufacturer: Speer ammunition will meet these specifications; the ammunition bid should be these specific rounds.

Item #	Caliber	Description	UOM	Small Order Qty.
53606	.380	Auto 90 gr. Bonded HP	1,000 rds. / case	1,000
53970	.40	165 gr. Bonded HP	1,000 rds. / case	1,000
53955	.40	165 gr. FMJ	1,000 rds. / case	10,000
53652	.40	180 gr. FMJ	1,000 rds. / case	10,000
53722	.38	125 gr. Bonded HP	1,000 rds. / case	1,000

SECTION C

Manufacturer: Federal ammunition will meet these specifications; the ammunition bid should be these specific rounds.

Item #	Caliber	Description	UOM	Small Order Qty.
LE223T3	.223	62 gr. Bonded SP	200 rds. / case	10,000
XM855CS	.223	5.56 mm 62 gr. FMJ	2,000 rds. / case	2,000
GM308M2	.308	175 gr. Sierra MatchKing BTHP	200 rds. / case	1,000
P40HST3	.40	165 gr. HST HP	1,000 rds. / case	1,000
AE40R3	.40	165 gr. FMJ	1,000 rds. / case	10,000
AE40R1	.40	180 gr. FMJ	1,000 rds. / case	10,000
AE380AP	.380	95 gr. FMJ	1,000 rds. / case	2,000
AE38K	.38	130 gr. FMJ	1,000 rds. / case	1,000

SECTION D

Manufacturer: PMC Bronze ammunition will meet these specifications; the ammunition bid should be these specific rounds.

Item #	Caliber	Description	UOM	Small Order Qty.
40D	.40	165 gr. FMJ	1,000 rds. / case	10,000
40E	.40	180 gr. FMJ	1,000 rds. / case	10,000
223A	.223	.223 55 gr. FMJ	1,000 rds. / case	10,000
5.56K	5.56	5.56 mm 62 gr. FMJ	1,000 rds. / case	5,000

SECTION E

Manufacturer: CCI Blazer ammunition will meet these specifications; the ammunition bid should be these specific rounds.

Item #	Caliber	Description	UOM	Small Order Qty.
40D	.40	165 gr. FMJ (Aluminum Case)	1,000 rds. / case	5,000
40E	.40	180 gr. FMJ (Aluminum Case)	1,000 rds. / case	5,000

SECTION F

Manufacturer: Magtech ammunition will meet these specifications; the ammunition bid should be these specific rounds.

Item #	Caliber	Description	UOM	Small Order Qty.
40B	.40 S&W	FMJ Flat 180 Gr.	1,000 rds. / case	5,000
40G	.40 S&W	FMJ Flat 165 Gr.	1,000 rds. / case	5,000
380A	.380 AUTO	FMJ 95 Gr.	1,000 rds. / case	1,000
9A	9mm Luger	FMJ 115 Gr.	1,000 rds. / case	1,000
9B	9mm Luger	FMJ 124 Gr.	1,000 rds. / case	1,000
38P	.38 Special	FMJ Flat 158 Gr.	1,000 rds. / case	1,000
38Q	.38 Special	FMJ Flat 125 Gr.	1,000 rds. / case	1,000
38T	.38 Special	FMJ 130 Gr.	1,000 rds. / case	1,000
556B	5.56 x 45	FMJ 62 Gr.	1,000 rds. / case	5,000

SECTION G

Manufacturer: Defense Technology (Safariland) less-lethal products will meet these specifications; the items bid should be these items.

Item #	Type	Description	UOM
8922NRSC	11-Gram	Low –Roll II Non-Reloadable Distraction Device w/ Safety Clip	Each
8902NRSC	12-Gram	Low –Roll II Non-Reloadable Distraction Device w/ Safety Clip	Each

3. BID FORM

**Bid Name: MURFREESBORO POLICE DEPARTMENT
POLICE AMMUNITION**

All prices must include all costs. Items are based on estimated quantities; actual purchases may be more or less than estimation. Costs included in the bid prices shall include material, labor, accessories and any other standard items necessary to make the police ammunition complete, **including** freight, and delivery. Pricing for each item shall be effective during initial period until June 30, 2015. A second (2nd), third (3rd), fourth (4th) and fifth (5th) period will be effective pursuant to the requirements set forth in the ITB (1.3.3). The City is not subject to sales tax.

In compliance with this ITB, and subject to all conditions thereof, the undersigned agrees that if this bid response is accepted within ninety (90) days from the date of bid award, all items will be available for delivery pursuant to the requirements set forth in the ITB. **Bids shall be awarded based on the Total Bid Price for each individual Section (Section A, Section B, Section C, Section D, Section E, Section F and Section G) noted in bold on the bid form with all related sub-items in Section G awarded per the respective Total Bid Price for Section G.**

ITEM	QTY	BRAND/MODEL	DESCRIPTION	BID PRICE
<u>SECTION A</u>				
1	1 Case	Winchester RA40TA	40 S&W 165 gr. Ranger T Series JHP Round as specified	\$ _____
2	1 Case	Winchester Q4171	38 SPL 130 GR. FMJ Round as specified	\$ _____
3	1 Case	Winchester X38S8HP	38 SPL 125 GR. +P STHP Round as specified	\$ _____
4	1 Case	Winchester X10MMSTHP	10 MM 175 GR. STHP Round as specified	\$ _____
5	1 Case	Winchester Q4172	9 MM 115 GR. FMJ Round as specified	\$ _____
6	1 Case	Winchester RA9124TP	9MM 124 GR. +P+ Ranger T Series JHP Round as specified	\$ _____

<u>ITEM</u>	<u>QTY</u>	<u>BRAND/MODEL</u>	<u>DESCRIPTION</u>	<u>BID PRICE</u>
<u>SECTION A - Continued</u>				
7	1 Case	Winchester RA380T	.380 AUTO 95 gr. Ranger T Series JHP Round as specified	\$ _____
8	1 Case	Winchester USA223R1	.223 REM 55 gr. FMJ Round as specified	\$ _____
9	1 Case	Winchester RA1200	12 GA. 00 Buck 9 Pellet Low Recoil Round as specified	\$ _____
10	1 Case	Winchester RA12RS15	12 GA. 1 oz. Rifled Slug Low Recoil Round as specified	\$ _____
11	1 Case	Winchester AA12FL8	12 GA. Feather Light Load #8 Round as specified	\$ _____
Total Bid Price (Section A)				\$ _____

Will Maintain a continuous stock for small orders as shown in **2.2 Specifications**? ☐ Yes ☐ No

<u>ITEM</u>	<u>QTY</u>	<u>BRAND/MODEL</u>	<u>DESCRIPTION</u>	<u>BID PRICE</u>
<u>SECTION B</u>				
1	1 Case	Speer 53606	.380 Auto 90 gr. Bonded HP Round as specified	\$ _____
2	1 Case	Speer 53970	.40 165 gr. Bonded HP Round as specified	\$ _____
3	1 Case	Speer 53955	.40 165 gr. FMJ Round as specified	\$ _____

<u>ITEM</u>	<u>QTY</u>	<u>BRAND/MODEL</u>	<u>DESCRIPTION</u>	<u>BID PRICE</u>
<u>SECTION B - Continued</u>				
4	1 Case	Speer 53652	.40 180 gr. FMJ Round as specified	\$ _____
5	1 Case	Speer 53722	.38 125 gr. Bonded HP Round as specified	\$ _____
Total Bid Price (Section B)				\$ _____

Will Maintain a continuous stock for small orders as shown in **2.2 Specifications**? ☐ Yes ☐ No

<u>ITEM</u>	<u>QTY</u>	<u>BRAND/MODEL</u>	<u>DESCRIPTION</u>	<u>BID PRICE</u>
<u>SECTION C</u>				
1	1 Case	Federal LE223T3	.223 62 GR. Bonded SP Round as specified	\$ _____
2	1 Case	Federal XM855CS	.223 5.56 mm 62 gr. FMJ Round as specified	\$ _____
3	1 Case	Federal GM308M2	.308 175 Sierra MatchKing BTHP Round as specified	\$ _____
4	1 Case	Federal P40HST3	.40 165 gr. HST HP Round as specified	\$ _____
5	1 Case	Federal AE40R3	.40 165 gr. FMJ Round as specified	\$ _____
6	1 Case	Federal AE40R1	.40 180 gr. FMJ Round as specified	\$ _____

<u>ITEM</u>	<u>QTY</u>	<u>BRAND/MODEL</u>	<u>DESCRIPTION</u>	<u>BID PRICE</u>
<u>SECTION C - Continued</u>				
7	1 Case	Federal AE380AP	.380 95 gr. FMJ Round as specified	\$ _____
8	1 Case	Federal AE38K	.38 130 gr. FMJ Round as specified	\$ _____
Total Bid Price (Section C)				\$ _____

Will Maintain a continuous stock for small orders as shown in **2.2 Specifications**? ☐ Yes ☐ No

<u>ITEM</u>	<u>QTY</u>	<u>BRAND/MODEL</u>	<u>DESCRIPTION</u>	<u>BID PRICE</u>
<u>SECTION D</u>				
1	1 Case	PMC Bronze 40D	.40 165 gr. FMJ Round as specified	\$ _____
2	1 Case	PMC Bronze 40E	.40 180 gr. FMJ Round as specified	\$ _____
3	1 Case	PMC Bronze 223A	.223 .223 55 gr. FMJ Round as specified	\$ _____
4	1 Case	PMC Bronze 5.56K	5.56 5.56 mm 62 gr. FMJ Round as specified	\$ _____
Total Bid Price (Section D)				\$ _____

Will Maintain a continuous stock for small orders as shown in **2.2 Specifications**? ☐ Yes ☐ No

<u>ITEM</u>	<u>QTY</u>	<u>BRAND/MODEL</u>	<u>DESCRIPTION</u>	<u>BID COST</u>
<u>SECTION E</u>				
1	1 Case	CCI Blazer 3589	.40 165 gr. TMJ (Aluminum Case) Round as specified	\$ _____
2	1 Case	CCI Blazer 5210	.40 180 gr. TMJ (Aluminum Case) Round as specified	\$ _____
Total Bid Price (Section E)				\$ _____

Will Maintain a continuous stock for small orders as shown in **2.2 Specifications**? ☐ Yes ☐ No

<u>ITEM</u>	<u>QTY</u>	<u>BRAND/MODEL</u>	<u>DESCRIPTION</u>	<u>BID PRICE</u>
<u>SECTION F</u>				
1	1 Case	Magtech 40B	.40 S&W 180 Gr. FMJ Flat Round as specified	\$ _____
2	1 Case	Magtech 40G	.40 S&W 165 Gr. FMJ Flat Round as specified	\$ _____
3	1 Case	Magtech 380A	.380 AUTO 95 Gr. FMJ Round as specified	\$ _____
4	1 Case	Magtech 9A	9mm Luger 115 Gr. FMJ Round as specified	\$ _____
5	1 Case	Magtech 9B	9mm Luger 124 Gr. FMJ Round as specified	\$ _____
6	1 Case	Magtech 38P	.38 Special 158 Gr. FMJ Flat Round as specified	\$ _____

<u>ITEM</u>	<u>QTY</u>	<u>BRAND/MODEL</u>	<u>DESCRIPTION</u>	<u>BID PRICE</u>
<u>SECTION F - Continued</u>				
7	1 Case	Magtech 38Q	.38 Special 125 Gr. FMJ Flat Round as specified	\$ _____
8	1 Case	Magtech 38T	.38 Special 130 Gr. FMJ Round as specified	\$ _____
9	1 Case	Magtech 556B	5.56 x 45 62 Gr. FMJ Round as specified	\$ _____
Total Bid Price (Section F)				\$ _____

Will Maintain a continuous stock for small orders as shown in **2.2 Specifications**? ☐ Yes ☐ No

<u>ITEM</u>	<u>QTY</u>	<u>BRAND/MODEL</u>	<u>DESCRIPTION</u>	<u>BID COST</u>
<u>SECTION G</u>				
1	1	Def Tec 8922NRSC	11-Gram Low Roll II Non-Reloadable w/ Safety Clip Round as specified	\$ _____
2	1	Def Tec 8902NRSC	12-Gram Low Roll II Non-Reloadable w/ Safety Clip Round as specified	\$ _____
Total Bid Price (Section G)				\$ _____

Sub-Items – SECTION G

ALL Other Less-Lethal – Distraction – Personal Protective Equipment – Riot/Dispersion Devices

Attach a complete list of ALL other Less-Lethal – Distraction – Personal Protective Equipment – Riot/Dispersion Device items from Defense Technology to include the manufacturer model # / Part #, the unit of measure (UOM) and price per UOM under Section G listed above. This attachment should be labeled as Attachment G. Failure to attach a complete list of ALL other Less-Lethal – Distraction – Personal Protective Equipment – Riot/Dispersion Device items for Section G above may make your bid response incomplete and it may be eliminated from consideration.

Attachment # G **Respective to Section G above.**

THIS BID RESPONSE SHALL BE REJECTED IF NOT SIGNED WHERE INDICATED.

Name of Company: _____

Form of Business: _____

Authorized Signature and Date: _____

Name Printed and Title: _____

Address: _____

Location of Store (if different): _____

Representative and Title: _____

Telephone Number: () _____ Fax Number: () _____

E-Mail: _____

Delivery Date: _____

Attach reference or bidder information.

4. CONTACT INFORMATION FORM

There may be one or more amendments to this Invitation to Bid. If your company desires to receive copies or notices of any such amendments, you must provide the information requested below to the City. Please send this information to the City's contact person listed above via mail or fax. The City will send amendments only to those firms which timely complete and return this form via mail or fax.

Bid title: Police Ammunition 2014

Company Name: _____

Mailing Address: _____

Phone Number: ()

Fax Number: ()

Company Contact Person: _____

Contact Person Phone #: ()

Contact Person Cell #: ()

Contact Person E-Mail: _____

**CONTRACT BETWEEN
CITY OF MURFREESBORO POLICE DEPARTMENT
AND
CONTRACTOR
FOR POLICE AMMUNITION 2014**

This contract is entered into on this _____, by and between **THE CITY OF MURFREESBORO**, a municipal corporation of the State of Tennessee ("City") and **CONTRACTOR**, a _____ of the State of _____ ("Contractor"). This contract consists of the following documents:

- ***Invitation to Bid issued October 24, 2014***
- ***Bid specifications issued October 24, 2014***
- ***Contractor's Bid Response dated November 17, 2014***
- ***This Contract***

In the event of conflicting provisions, all documents shall be construed according to the following priorities:

- ***Any properly executed amendment or change order to this contract (most recent with first priority)***
- ***This Contract***
- ***Invitation to Bid & Bid Specifications***
- ***Contractor's Bid Response***

1. **Duties and Responsibilities of Contractor.** The City has awarded the following Section(s) to the contractor. Contractor agrees to provide any of these specific items as set forth in the attached Bid Response upon receipt of a purchase order from the City. ***Section(s) awarded (to include ALL respective Sub-Items for Section G) are _____ as set forth in the attached Bid Response.***
2. **Term.** This contract shall not be effective until approved by the City Council and signed by all required parties and will be effective through June 30, 2015. The second, third, fourth and fifth periods of this contract shall be subject to the conditions as set forth in Section 1.3.3 of the Invitation to Bid (ITB).
3. **Payment and Delivery.**
 - 3.1. Payment will be made by the City after goods and/or services have been received, accepted, and properly invoiced. Invoices must bear the purchase order number.
 - 3.2. All items must be available for delivery within 4-8 weeks of bid award. Delivery must be within ninety (90) days unless otherwise stated in the bid response or ten (10) days for small orders (10,000 rounds or less) after placement of order. Successful Bidder must maintain a continuous stock for small orders (10,000 rounds or less) for each of the calibers of ammunition as noted in this ITB document, 2.2 - Specifications for Section A, Section B, Section C, Section D, Section E and Section F. **Time is of the essence.**
 - 3.3. Deliveries of all items shall be made as stated in the bid specifications. Should the awarded bidder fail to deliver items on or before its stated date, the City reserves the right to cancel the contract.

The awarded bidder(s) shall be responsible for making any and all claims against carriers for missing or damaged items.

Should the successful bidder fail to deliver items within ninety (90) days, unless otherwise stated in the bid response, or ten (10) days for small orders (10,000 rounds or less) after placement of order, the City, after notifying the successful bidder in writing pursuant to Paragraph 7 (Termination – Breach) of this contract and does not receive a satisfactory arrangement for correction to be made within seventy-two (72) hours, may cancel the contract with the Contractor for the remainder of the contract periods and reserves the right to enter into a contract for any and all ammunition procured pursuant to this contract from the next lowest bidder that met specifications. In this event, any ammunition ordered must be of the same brand and specification as originally bid in accordance with this contract.

- 3.4. Delivered items will not be considered “accepted” until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Invitation to Bid.
- 3.5. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.
- 3.6. Return shipping costs for spent brass shell casings shall be the responsibility of Contractor. All returned brass shall be accepted in assorted calibers.
4. **Price.** The price for goods and other items and/or services shall be invoiced at the prices and charges fixed by the Contractor as per the attached bid.
5. **Warranty.** All items purchased as a part of the successful bid contract shall be protected by a manufacturer’s warranty against defects in design, materials and workmanship for a period of not less than twelve (12) months from the date of delivery. Such warranties shall include at a minimum the replacement of defective ammunition within ninety (90) days from the date of notification.
6. **Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.
7. **Termination—Breach.** In the event that any of the provisions of the Contract are violated by the Contractor, the City may serve written notice upon the Contractor of its intention to terminate the Contract, and unless within seventy-two (72) hours after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement for correction be made, the City may immediately terminate the Contract at any time after said seventy-two (72) hours. Such termination shall not relieve Contractor of any liability to City for damages sustained by virtue of any breach by Contractor.
8. **Termination—Funding.** Should funding for this contract be discontinued, City shall have the right to terminate the contract immediately upon written notice to Contractor.
9. **Termination—Notice.** City may terminate this contract at any time upon thirty (30) days written notice to Contractor. In that event, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory authorized ammunition received as of the termination date.

10. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
11. **Notices.**
 - 11.1. Notices to City including but not limited to notice of assignment of any rights to money due to Contractor under this contract must be mailed or hand delivered to the attention of City Manager, Post Office Box 1139, 111 West Vine Street, Murfreesboro, Tennessee 37133-1139.
 - 11.2. Notices to Contractor shall be mailed or hand delivered to Contractor, Name and Address.
12. **Maintenance of Records.** Contractor shall maintain documentation for all charges against City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.
13. **Modification of Contract.** This contract may be modified only by written amendment executed by all parties and their signatories hereto. Depending upon the nature and amount of the amendment, the approval of the City Council may be required. Minor modifications to the contract may be approved by the City Manager.
14. **Partnership/Joint Venture.** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.
15. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
16. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.
17. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.
18. **Indemnification and Hold Harmless.** Contractor shall indemnify and hold harmless City, its officers, agents and employees from:
 - 18.1. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its sub or independent Contractors, in connection with the performance of the contract, and,
 - 18.2. Any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor, its officers, employees and/or agents, including its sub or independent Contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - 18.3. Contractor shall pay City any expenses incurred as a result of Contractor's failure to fulfill any obligation in a professional and timely manner under this Contract.
19. **Attorney Fees.** Contractor agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the contract, and in the event City prevails, Contractor shall pay all expenses of such action including City's attorney fees and costs at all stages of the litigation.

20. **Assignment—Consent Required.** The provisions of this contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this contract, neither this contract nor any of the rights and obligations of Contractor hereunder shall be assigned or transferred in whole or in part without the prior written consent of City. Any such assignment or transfer shall not release Contractor from its obligations hereunder. NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF CITY MANAGER, POST OFFICE BOX 1139, 111 WEST VINE STREET, MURFREESBORO, TENNESSEE 37133-1139.
21. **Entire Contract.** This contract, invitation to bid, bid specifications, and Contractor's bid response set forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.
22. **Force Majeure.** No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of war, order of legal authority, act of nature, or other unavoidable causes not attributed to fault or negligence of Contractor and/or City.
23. **Governing Law.** The validity, construction and effect of this contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Contractor may provide.
24. **Venue.** Any action between the parties arising from this agreement shall be maintained in the courts of Rutherford County, Tennessee.
25. **Severability.** Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.
26. **Notices.** Any notice to Contractor from the City relative to any part of the Contract shall be considered delivered and the service thereof completed when said notice is posted by registered mail, to the said Contractor at its last given address or delivered in person to said Contractor or its authorized representative on the work.

26.1. Notices to City shall be sent to:

Department: City of Murfreesboro Administration
Attention: City Manager
Address: Post Office Box 1139
111 West Vine Street
Murfreesboro, TN 37133-1139

26.2. Notices to Contractor shall be sent to:

Contractor:
Attention:
Address:

27. **Effective Date.** This contract shall not be binding upon the parties until it has been signed first by the Contractor and then approved by the City Council and signed by the Mayor. When it has been so signed, this contract shall be effective as of the date first written above.

IN WITNESS WHEREOF:

CITY OF MURFREESBORO

By: _____
Shane McFarland, Mayor

Approved as to form:

Susan Emery McGannon, City Attorney

Kelley Blevins Baker, Staff Attorney

CONTRACTOR:

SAMPLE – DO NOT SIGN

By: _____
Owner / Authorized Representative

STATE OF _____)
: ss
COUNTY OF _____)

Before me, the undersigned notary public,
Personally appeared _____, with
whom I am personally acquainted (or proved to me
on the basis of satisfactory evidence), and who, upon
oath, acknowledged such person to be the
_____, or other officer authorized to
execute the foregoing instrument for the purposes
therein contained.

WITNESS MY HAND and seal this _____
day of _____, 2014.

Notary Public

My Commission Expires: _____